

Wellfleet Housing Authority
300 Main St.
Wellfleet, MA 02667

REQUEST FOR PROPOSALS

To select a developer for 2082 State Highway; new affordable, rental units on approximately 1.74 acres.

IMPORTANT DATES

Pre-Proposal Meeting/Site Tour: October 22, 2014 at 10 a.m.

Proposal Submission Deadline: November 24, 2014 at 2 p.m.

Developer Selection: by January 12, 2015

I. Invitation to Bid

The Wellfleet Housing Authority (“WHA”), through the Town of Wellfleet’s Chief Procurement Officer, is seeking proposals from qualified developers for the development of affordable rental housing on approximately 1.74 acres of land owned by the WHA.

The WHA acquired the land and existing home in December 2007 for the purpose of developing affordable rental housing using funds from the Town’s Community Preservation Act.

The WHA intends to enter into a development agreement with the selected developer and convey the property with a long-term ground lease to the developer, with deed restrictions. The existing 2-bedroom home is a part of this development and is restricted for tenants earning at or below 80% Area Median Income (AMI.)

Wellfleet is a rural, Cape Cod community with approximately 3,000 year-round residents. The population swells to 17,000 during the summer months. There is a strong housing market which is pressured by several factors including: a large percentage of the housing stock is vacation homes; that much of the land is owned by the National Seashore; and the lack of infrastructure.

The purpose of this RFP is to select a developer with demonstrated experience and capacity to carry out a development project that best addresses the needs and goals of the community as described in this RFP. The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in the RFP, will be selected.

II. Proposal Submission and Selection Process

The WHA has determined that the award of this contract is subject to the Uniform Procurement Act. M.G.L. c. 30B. Therefore, the provisions of M.G.L. c. 30B are incorporated here by reference. The Town of Wellfleet's Chief Procurement Officer is Harry Sarkis Terkanian.

Applicants shall submit on or before 2 p.m., November 24, 2014 a clearly marked original proposal plus seven copies, including an electronic copy on a CD or flash drive, to:

**Wellfleet Housing Authority
Attn: Harry Terkanian, Town Administrator
300 Main St.
Wellfleet, MA 02667
*State Hwy Proposal***

Proposals submitted after this time will not be accepted. Proposals should be marked "State Hwy Proposal" and must include all required documents, completed and signed by a duly authorized signatory, including the following to be considered a complete proposal:

1. Cover page labeled Proposal to WHA for the development of State Hwy, development entity, contact person and all contact information (this should be the person who will be the primary contact person)
2. One clearly marked original, in a three-ring binder, and seven copies of the proposal with required attachments
3. An electronic version of the complete proposal submission on a CD or flash drive.

The WHA reserves the right to reject any or all proposals or to cancel this Request for Proposals if it is in the best interest of the WHA.

All inquiries should be made via e-mail and directed to: Harry Terkanian, harry.terkanian@wellfleet-ma.gov no later than November 17, 2014, one week prior to the proposal due dates. Inquiries should have a subject line entitled: *State Hwy RFP Inquiry*. Any inquiries after such date will not be accepted. All inquiries and responses will be shared with all proposers.

Proposals will be opened publicly at 10 a.m. on November 25, 2014. A Proposer may correct, modify or withdraw a proposal by written notice received prior to the time set for opening of proposals. After the opening, a Proposer may not change any provision of the proposal. Each responsive proposal will be evaluated first for compliance with the threshold criteria, and if it meets those criteria then according to the criteria set forth in Attachment A 'Evaluation Criteria'.

The WHA makes no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all attachments and supplements, is made subject to errors, omissions, prior sale, lease or financing and withdrawal

without prior notice, and changes to, additional, and different interpretations of laws and regulations.

Proposers' Responsibility for due diligence: Proposers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

III. Site Tour and Briefing

Interested Proposers are encouraged to attend an on-site briefing session on October 22, 2014 at 10:00. Registration to attend the briefing is required no later than the close of business on October 20, 2014. To register, or for additional information, contact the WHA through Harry Terkanian, at 508 349-0300 or harry.terkanian@wellfleet-ma.gov

IV. Development Objectives

The WHA is seeking a developer to build at least 3 additional rental units on the site. Energy efficiency and maintainability of the homes are desirable features. The bedroom mix should be based on the site's capacity, good site planning and landscaping considerations, and the market and financial feasibility of an affordable rental project.

Affordability

At a minimum, the affordability requirements for the property must align with M.G.L. Ch. 44B, the CPA law and the requirements of the Subsidized Housing Inventory; i.e., 100% of the units must be deed-restricted at a maximum of 80% of area median income. The WHA is interested in furthering the affordability, but not at the risk of the long-term feasibility of the project. The proposer should include a clear analysis as to the levels of affordability and the reasoning behind the proposed unit and income mix. We are seeking affordability by design in addition to restriction.

Unit Types

The development should reflect the Wellfleet community and provide housing for a range of family sizes. For this reason the WHA is interested in the inclusion of units that are intentionally designed as 'universally accessible' providing single-floor living, which could appeal to people for a variety of reasons.

Building Design and Aesthetics

The development's architecture should reflect the local historical, design vernacular and be a stellar example of superior design; both interior and exterior. The WHA has made a decision not to be prescriptive regarding the design requirements so that Proposers will be creative with building design, site layout and landscaping. Wellfleet Housing Authority is looking for creative use of the land and creative space design for the units.

The final appearance of the proposed development should be harmonious with existing norms for single-family detached and attached dwellings in the Town of Wellfleet. The development should look like it belongs in Wellfleet. Proponents are encouraged to use their creativity and experience in the choice of materials and methods of construction that will minimize regular maintenance costs and are energy efficient. The overall project design will be judged as part of the Comparative Analysis described in Attachment A.

Energy Efficiency

The WHA is looking for proposals that include building and site designs that increase the tenants' energy and water savings and limit the project's environmental impact. Details regarding sustainable design features should be incorporated into the project description.

Site

This site does not have town water or sewer, and the development team must demonstrate their development experience with private well water and septic systems. Water testing results can be found in Attachment E.

Project Permitting

Proposals should include a description of the permitting process that the developer plans to use. The WHA anticipates permitting will be through the Town of Wellfleet's Affordable Accessory Dwelling Unit (AADU) by-law. In addition, the developer will need to receive approval through the Local Action Unit (LAU) process with the Department of Housing and Community Development's Local Initiative Program prior to issuance of a building permit.

V. Property Description

Please see:

Attachment C: Recorded Quitclaim Deed for the property.

Attachment D: Well location map

Zoning: The property is currently zoned R30

Utilities:

- Water *well*
- Wastewater *septic*
- Electric *NStar*

VI. Proposal Submission Requirements

1. The Developer

The proposal must include a description of the development team, the individuals and organizations to be involved in the development, **in particular the project manager**, and their experience. The development team may include, without limitation, the developer, property

manager, architect, contractor, engineers, consultants, lenders and investors. Proposals must include:

- The name, address, e-mail address, and telephone number of the proposer, the name of any representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- If the proposer is not an individual doing business under his/her name, a description of the firm and status of the organization (e.g. whether a for profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit, please include a list of the organization's Board of Directors and areas of expertise they represent.
- The nature of the entity to enter into the sale of the Property and the borrower and guarantors of debt, if any.
- Identification of all principals, partners, co-venturers or sub-developers participating in the transaction, and the nature and share of participants' ownership in the project.
- Discussion of whether the Property developer will also be the property manager and if this is not the case, the legal and financial relationship between the entities. If the developer will not be the property manager, the proposer shall describe the process for securing property management services.
- Identification of the development team, such as architects, engineers, landscape designers, contractor, development consultants. Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, should be provided.
- A summary of first, the developer's and secondly, the development team's experience collectively and individually, and with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of **site conditions, design and financing**, as well as location. Proposer should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption.

The following format should be used to submit the information for each project identified.

- Project name, location, project type, project scope, start date, projected completion date and actual date of completion, total development costs, key project people.
- Narrative on why your experience is relevant to the 2082 State Hwy project.
- Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the WHA and the development team during all phases of the project.

- Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals or any affiliates.
- Confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof.
- Provision of references for 3 completed projects, with contact names, title and current telephone numbers who can provide information to the WHA concerning the Proposer's experience with similar projects.

2. Development Concept

- The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:
- Number and size of units (square footage and number of bedrooms) and affordability levels. Include narrative as to why/how the mix of bedroom sizes and affordability was determined to ensure project financial feasibility and appropriateness for the marketplace.
- Water well and septic analysis and plan, explaining location decisions and impacts on unit mix, site design and abutters.
- Preliminary site design.
- Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy savings/green elements of the building and site designs.
- Construction staging plan and discussion of construction impacts, including but not limited to how the project will be managed to limit impact on neighbors in particular noise and traffic during the construction period.
- Project financing – provide a sources and uses pro forma (in comparative evaluation criteria), and detail previous success in securing such funding. Describe in detail what, if any local, state or federal subsidy money will be sought to create affordability and the timeline for securing those sources.
- Lender letters of interest (mentioned in the comparative selection criteria)

3. Conceptual Design Drawings

The proposal must include 11 x 17 plans including:

- site plan that describes parking layout and numbers of parking spaces and building footprints
- landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas
- floor plans
- elevations with material indications
- typical unit plans

4. Sales and Management Plan

- Description of the target market, e.g., pricing and the strategy for marketing and lottery process
- The proposal must include a plan the ongoing management of the development. In addition, if the Proposer is including a property manager as part of its team, all relevant information as outlined under 'Developer' above should be included as well as details of any projects where the Proposer and Manager have worked together before.
- Lottery for Affordable Units: To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all of the affordable units. Proposals may include a lottery agent as part of the development team. A marketing/lottery plan shall be required as part of the approval of the units as Local Action Units, and prior to building permit issuance. For the proposal, the Proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.

At a minimum the selected Proposer and/or their Agent shall demonstrate prior to endorsing a Development Agreement:

- a clear understanding of fair housing requirements/laws
- a clear understanding of local preference opportunities and requirements, and how the lottery will address these
- utilize appropriate state standards to determine program and unit eligibility – i.e. qualified tenants
- establish a criteria for tenant selection and a fair and unbiased selection process;
- be responsible for selecting properly qualified tenants;
- maintain all necessary reports and certifications required under state and federal law.

1. Implementation Plan and Timetable

The proposed development should be completed within two years of the execution of the Development Agreement. The proposal must include a description of how the development concept will be implemented, including but not limited to:

- Detailed development schedule for all elements of the plan, including key milestones, financing benchmarks, zoning, and projected completion / occupancy timeframes.
- Outline of required land use, environmental, operational and other governmental or regulatory approvals, including land use, zoning, development and environmental permits. The proposer should provide a schedule for securing approvals as part of the proposal. The proposer should note what zoning variances, special permits or modifications are required.

VII. Developer Selection Criteria

All proposals submitted by the due date will be evaluated for conformance with the below stated minimum criteria. Those proposals that meet the minimum criteria will then be evaluated by the comparative criteria described below. Proposers may be invited for an interview and will be scored by the review committee. The WHA reserves the right to select the proposal that best meets the needs of the community and that may not be the proposal that achieves the highest score.

Minimum threshold criteria

The following are **minimum criteria** for Proposal consideration. Proposals that do not clearly and fully convey these minimum criteria will not be considered.

1. Complete conformance with all submission requirements
2. Proposer must have a minimum of 5 years experience in development of housing
3. Proposer must show a successful track record of projects of similar scope
4. Developer availability to commence work within 90 days of selection; show sufficient staff resources and availability to perform required services
5. Completed required forms at attachments G, H & I:
 - Certificate of non-collusion
 - Tax compliance
 - Disclosure of beneficial interests form as required by M.G.L. c. 7, section 40J

Comparative Evaluation Criteria

Projects meeting the minimum criteria will then be judged on the following additional comparative evaluation criteria:

Developer Experience and Capacity (This is for the development team)

1. Development experience: extent to which the developer's experience exceeds the minimum criteria; the developer's prior track record in the construction of housing of a similar scale and type, in particular the environmental and other issues found in a rural setting, and the experience of the development team with regard to affordable housing development.
2. Developer Financial Capacity: review of all other real estate owned and any bankruptcy within the past ten years by any member of the development team; ability to secure financing as evidence by letter(s) from prospective lender(s);
3. Financing: evidence of ability to secure financing,
4. Staffing Plan: the Proposer demonstrates the capacity to take on the work within 90 days of award
5. Project time line: Proposer's demonstrated ability to complete projects on time and within budget
6. Experience developing energy efficient housing

Developer & Management Experience

7. Management approach: high quality management team
8. Marketing: experience in lottery and marketing for affordable housing, or commitment to add experienced member to team

9. Financial Feasibility: extent to which the project is feasible financially and proposed resources are attainable.
10. Affordability: extent to which the project meets the affordability requirements and goals as described above.
11. Feasibility of proposed project; analysis of development and operating budget: environmental, permitting issues, construction estimates, soft costs
 - Sources and Uses; proposed budgets that are based on current cost and market conditions
 - Analysis of operating budget; appropriate for target population, reasonableness of management, administrative costs, maintenance and utility costs
12. Development Objectives and Concept: a proposal, addressing the objectives and concepts described above, with a mix of bedroom and income ranges, and reflecting full knowledge and understanding of project constraints, in particular water and septic systems.
13. Site and unit design: a superior design approach reflecting identified housing needs, that creates density within the context of its surroundings, that reflects the local historical design vernacular, that provides community while maintaining individual tenant privacy, provides adequate parking, and limits the impact on the site to the greatest extent possible
14. Green design elements: energy saving design with green/sustainable materials, methods and systems
15. Results of reference checks
16. Result of interview: the goal of the interviews will be to assess capacity and understanding of the project by the team

VIII. Selection Process

The WHA or its designee(s) (i.e. an evaluation committee) will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein. Evaluation of the proposals will be based on the information provided in the proposers' submission in accordance with the submission requirements of this RFP and any interviews, references, and additional information requested and/or gathered by the WHA. The WHA will select the developer it or its designees determines has deemed the most advantageous and responsive proposal. **The WHA reserves the right to select the proposal that best meets the needs of the community and that may not be the proposal that achieves the highest score.**

The WHA will notify all proposers in writing of its decision.

The WHA reserves the right to reject any or all proposals or to cancel this Request for Proposals if it is in the best interest of the WHA.

IX. Post Selection

Development Agreement

It is the intent of the WHA to enter into a development agreement with the selected proposer within 90 days of selection and then to lease the land with deed restrictions after certain benchmarks have been met. The development agreement will be finalized after the selection process. A draft development agreement can be found at Attachment F.

Chapter 30B Real Property Dispositions to Promote Public Purpose Requirements

The name of the selected proposer and the amount of the transaction will be submitted for publication in the state's *Central Register*.

If the WHA determines that the public purpose of the project is best met by disposing of the property for less than fair market value, the WHA will post a notice in the state's *Central Register* explaining the reasons for this decision and disclosing the difference between the property value and the price to be received. This notice will be published before the WHA enters into any agreement with the developer.

X. Attachments

- A. Comparative Evaluation Criteria
- B. Locus map
- C. Quitclaim Deed
- D. Well location map
- E. Water Analysis
- F. Draft Development Agreement
- G. Certificate of Non-Collusion
- H. Tax Compliance Certificate
- I. Disclosure of Beneficial Interest

ATTACHMENT A
COMPARATIVE EVALUATION CRITERIA – 2082 STATE HWY, WELLFLEET

	UNACCEPTABLE	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
DEVELOPER EXPERIENCE & CAPACITY (TEAM)			
<ul style="list-style-type: none"> • Demonstrated experience in and capability for designing, permitting, developing and managing similar residential projects. • Outcome of comparable projects • Experience with site well water issues • Experience with site septic system issues • Demonstrated experience securing financing for similar projects • Experience developing energy efficient homes • Property management experience with similar projects • The quality of the team’s reputation and references, particularly in terms of its regulatory track record, an ability to complete projects as proposed. • Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements. • Property management experience with similar projects • Successful long term management approach 	Development team members have had only minimal experience in the development of projects with similar scope, including legal, design, development, financing, and management experience with rental housing.	Development team members have had significant experience in the development of projects of similar scope, including significant legal, design, financing, affordable housing management, and development experience. Significant experience (2 or more projects) with well water and septic. Energy efficient buildings part of standard development approach.	Development team have significant and substantial successful development of affordable housing project of similar scope, including significant legal, design, financing, affordable housing management and development experience. Extensive experience (4 or more projects) with septic and well water. Energy efficient design is their standard approach to design and development.
AFFORDABILITY			

<ul style="list-style-type: none"> Proposal meets the greatest level of affordability fiscally possible. At a minimum all units must be restricted to households at or below 80% AMI. 	The proposal contains units affordable to households at 80%AMI.	The proposal contains all units at 80% AMI.	The proposal contains some units targeted to households at or below 60%; and no units above 80% AMI.
SITE DESIGN			
<ul style="list-style-type: none"> Thoughtful and efficient site design, minimizing impervious surfaces Uses standards of low impact development Private well water design appropriate for project Septic system design appropriate for project Underground utilities 	Proposal fails to meet RFP requirements.	The proposal meets or exceeds all design requirements of the RFP with thoughtful traffic flow, buildings siting, and low impact septic, water, and development design	Proposal meets all requirements in ‘advantageous’ box and respects adjacent properties, provides heightened attention to landscaping plan, grading and lighting, helps with the restoration of the vegetation.
BUILDING DESIGN			

<ul style="list-style-type: none"> Exterior is of high quality, while remaining compatible with local historical design Creative design that is cost effective and high quality Interior lay-outs meet a variety of family-types needs Finishes support durability and low-maintenance for tenant 	Design appears incongruous with local historical design patterns, interior lay-outs not effective use of space	Proposal creates a development that reflects local historical design and efficient interior layouts, creating a desirable neighborhood	Proposal articulates a compelling development vision that is cost-effective, energy efficient, and has an attractive design and efficient use of interior space
FINANCIAL FEASIBILITY			
<ul style="list-style-type: none"> Adequacy of proposed budgets (development and operating) Appropriateness of rents in relation to market Track record of securing proposed financing 	Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing	Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing	Proposal contains realistic development and operating budgets and evidence of a high degree of success in securing necessary financing and other sources of funding.
REFERENCES, SITE VISITS & INTERVIEW			
<ul style="list-style-type: none"> References – a minimum of three references, include references from all projects undertaken in the last 10 years Site visits the selection committee may choose to visit proposers' completed projects Interview the selection committee may choose to interview proposers to get clarification and answers questions on the proposal 	Minimum of 3 references not met, or references were poor and/or inadequate. Properties visited were in poor condition. Residents were not pleased. Proposer was not able to adequately explain proposal or answer questions relevant to proposal	Strong references reflecting projects came in on time and within budget, good property management structure. Properties visited were in good condition, site layout was efficient, buildings were well designed, Residents were largely happy. Proposer conveyed a strong understanding of	Strong references reflecting timely completion, excellent budget control, property management structure excellent and professionalism of developer. Properties visited were in great condition, site layout and landscaping excellent, great building design and use of energy efficient and

		project challenges and had feasible solutions	durable materials. Residents were overjoyed. Proposer was able to use previous project examples to thoroughly support development plan and costs
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ATTACHMENT A
COMPARATIVE EVALUATION CRITERIA – 2082 STATE HWY, WELLFLEET

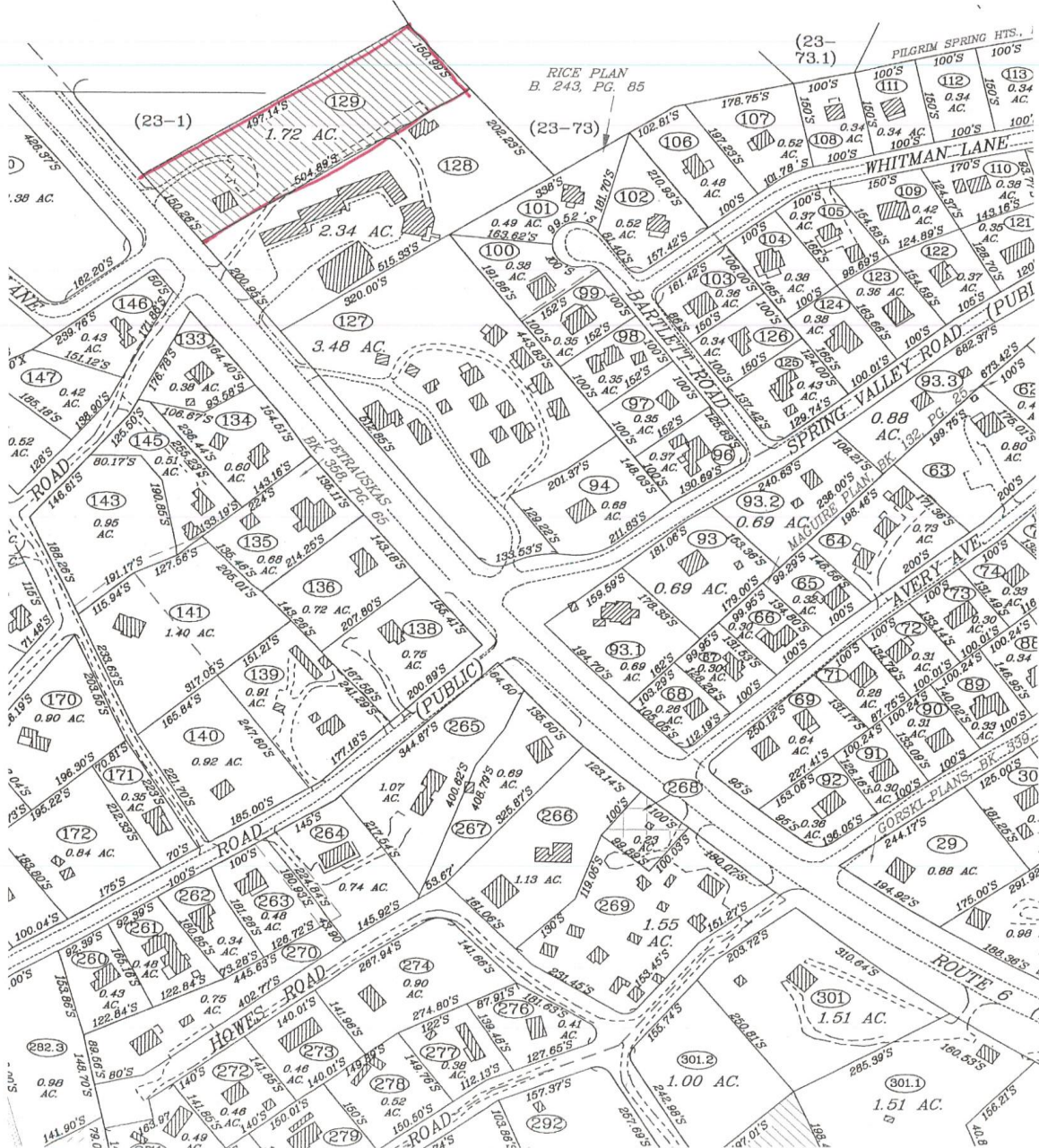
	UNACCEPTABLE	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
DEVELOPER EXPERIENCE & CAPACITY (TEAM)			
<ul style="list-style-type: none"> • Demonstrated experience in and capability for designing, permitting, developing and managing similar residential projects. • Outcome of comparable projects • Experience with site well water issues • Experience with site septic system issues • Demonstrated experience securing financing for similar projects • Experience developing energy efficient homes • Property management experience with similar projects • The quality of the team’s reputation and references, particularly in terms of its regulatory track record, an ability to complete projects as proposed. • Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements. • Property management experience with similar projects • Successful long term management approach 	Development team members have had only minimal experience in the development of projects with similar scope, including legal, design, development, financing, and management experience with rental housing.	Development team members have had significant experience in the development of projects of similar scope, including significant legal, design, financing, affordable housing management, and development experience. Significant experience (2 or more projects) with well water and septic. Energy efficient buildings part of standard development approach.	Development team have significant and substantial successful development of affordable housing project of similar scope, including significant legal, design, financing, affordable housing management and development experience. Extensive experience (4 or more projects) with septic and well water. Energy efficient design is their standard approach to design and development.
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BUILDING DESIGN			

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Attachment B



Attachment C

Bk 22535 Pg 26 #70825
12-13-2007 @ 12:33p

QUITCLAIM DEED

I, **Joye M. Daley a/k/a Joy C. Daley**, of 2082 State Highway, Wellfleet, MA 02667,

in consideration of **FOUR HUNDRED THOUSAND AND NO/100 (\$400,000.00) DOLLARS**

grant to **Wellfleet Housing Authority** with a mailing address of Wellfleet Town Hall, 300 Main Street, Wellfleet, MA 02667,

with quitclaim covenants

The land, together with the buildings thereon, situated at 2082 Route 6, Wellfleet, Barnstable County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the Northwest corner of the property at an iron pipe on the East side of the State Road leading from Wellfleet to South Wellfleet, in the range of land formerly of McDonald, now or formerly of Faust;

Thence Easterly at right angles, or nearly so, in range of land now or formerly of Faust, fifty-four (54) rods, more or less, to an iron pipe;

Thence in a Southerly direction, one hundred fifty (150) feet, more or less, to an iron pipe in range of land now or formerly of George W. Murphy et ux;

Thence Westerly in range of land now or formerly of George W. Murphy et ux, formerly land of George L. Hemond, fifty-one (51) rods, more or less, to an iron pipe at the East side of the aforesaid State Road;

Thence Northerly by said State Road, one hundred fifty (150) feet, more or less, to the point of beginning.

EXCEPTING from the above-described premises a parcel conveyed at Barnstable Book 1296, Page 414.

For title, see deed dated December 2, 2005, recorded at Barnstable County Registry of Deeds Book 20538, Page 17.

②

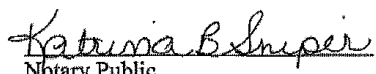
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3 day of December, 2007.


Joye M. Daley

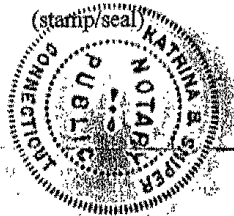
STATE OF CONNECTICUT

County of New London

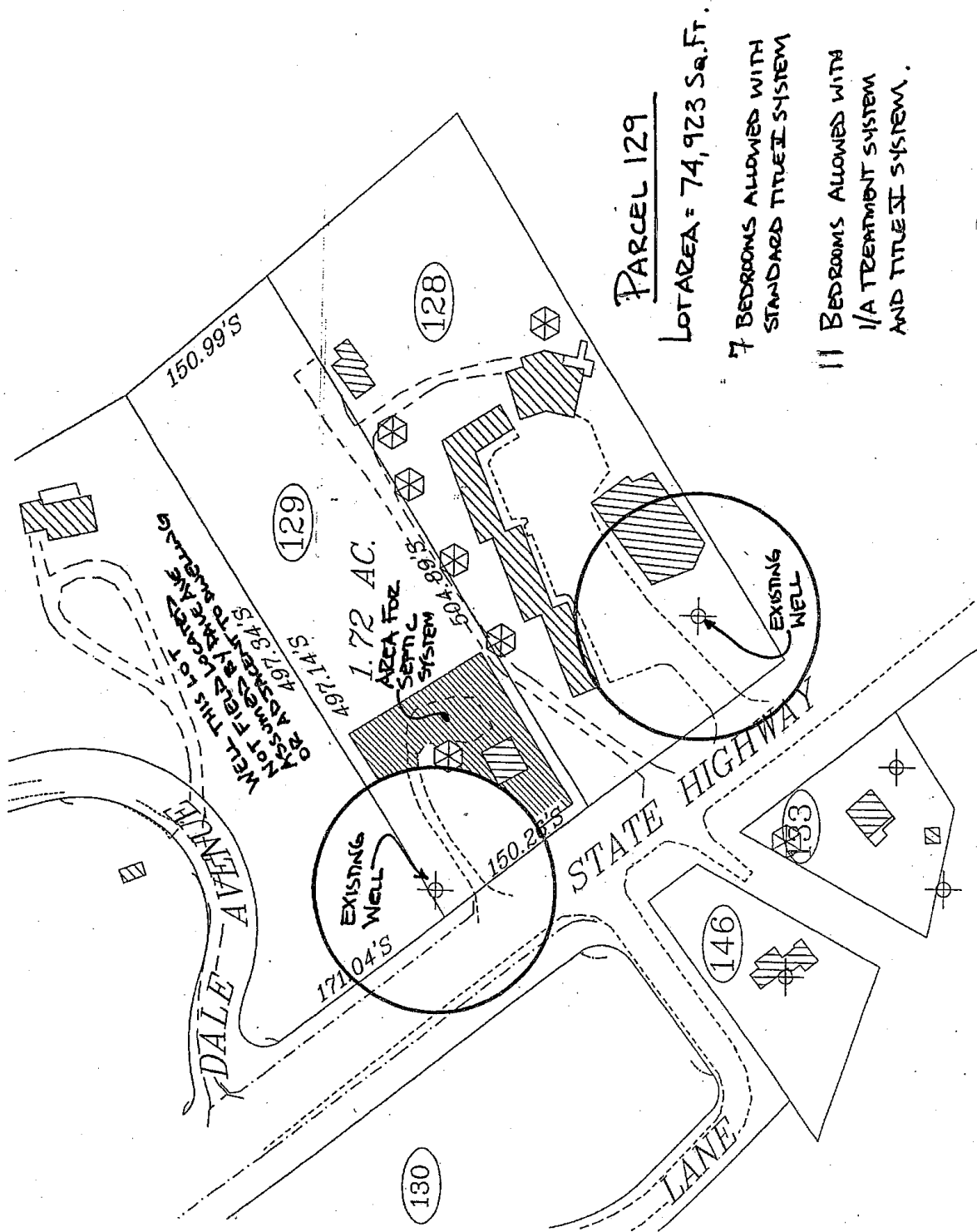
On the 3 day of December, 2007, before me personally appeared the above named Joye M. Daley proved to me through satisfactory evidence of identification which was Massachusetts Driver License, to be the person whose name is signed on the preceding instrument, and she acknowledged to me that she signed said instrument voluntarily for its stated purpose.


Katrina B. Sniper
Notary Public

My commission expires: 11/20/2011



BARNSTABLE REGISTRY OF DEEDS



PARCEL 129
LOT AREA = 74,923 Sq.Ft.
7 BEDROOMS ALLOWED WITH
STANDARD TITLE SYSTEM
11 BEDROOMS ALLOWED WITH
1/4 A TREATMENT SYSTEM
AND TITLE SYSTEM.

Attachment E



CERTIFICATE OF ANALYSIS

Barnstable County Health Laboratory (M-MA009)

Page: 1 of 1

Report Prepared For:

Tim Buhler
Orleans Housing Authority
94 Hopkins Lane
Orleans, MA 02653

Report Dated: 9/17/2013

Order No.: G1376952

Laboratory ID #: 1376952-01		Description: Water - Drinking Water	
Sample #:	Sample Location: 2082 St Highway, Wellfleet	Collected: 09/04/2013	
Collected by: Tim Buhler	Map & Parcel 29-129	Received: 09/04/2013	

Routine

ITEM	RESULT	UNITS	RL	MCL	METHOD #	ANALYST	TESTED	NOTE
Nitrate as Nitrogen	5.5	mg/L	0.10	10	EPA 300.0	LAP	9/4/2013	
Copper	0.17	mg/L	0.10	1.3	SM 3111B	LAP	9/5/2013	
Iron	0.15	mg/L	0.10	0.3	SM 3111B	LAP	9/5/2013	
pH	6.2	PH AT 25C	NA	6.5-8.5	SM 4500-H-B	DCB	9/4/2013	
Sodium	17	mg/L	2.5	20	SM 3111B	LAP	9/5/2013	
Total Coliform	Absent	P/A	0	0	SM9223	RG	9/4/2013	
Conductance	160	umohs/cm	2.0		EPA 120.1	DCB	9/4/2013	

Water sample meets the recommended limits for drinking water of all the above tested parameters.

Attached please find the laboratory certified parameter list.

Approved By:
(Lab Director)

Jongmin Lei
9/18/2013

ND = None Detected

RL = Reporting Limit

MCL = Maximum Contaminant Level

Superior Court House, PO. Box 427, Barnstable, MA 02630 Ph: 508-375-6605



CERTIFICATE OF ANALYSIS

Barnstable County Health Laboratory (M-MA009)

Recipient:	Tim Buhler Orleans Housing Authority 94 Hopkins Lane Orleans, MA 02653	Matrix:	Water - Drinking Water
Order#:	G1376952	Sampled:	09/04/2013 8:30
Lab ID:	1376952-01	Received:	09/04/2013
Sample #:		Collection Address:	2082 St Highway, Wellfleet
Method:	EPA 524.2	Sample Location:	Map & Parcel 29-129
Comment:	Water sample meets the recommended limits for drinking water of all the above tested parameters.		
		Description:	Lab Analysis
		Date Analyzed:	9/4/2013 @ 13:22
		Analyst:	yn
		Dilution Factor:	1

EPA 524.2 - Volatile Organics by GC/MS

Parameter	Result ug/L	MCL ug/L	MDL ug/L	Parameter	Result ug/L	MCL ug/L	MDL ug/L
Dichlorodifluoromethane	ND		0.50	Chloroform	1.6	80	0.50
Chloromethane	ND		0.50	cis-1,2-Dichloroethene	ND	70	0.50
Vinyl chloride	ND	2.0	0.50	cis-1,3-Dichloropropene	ND		0.50
Bromomethane	ND		0.50	Dibromochloromethane	ND		0.50
1,1,1,2-Tetrachloroethane	ND		0.50	Dibromomethane	ND		0.50
1,1,1-Trichloroethane	ND	200	0.50	Ethylbenzene	ND	700	0.50
1,1,2,2-Tetrachloroethane	ND		0.50	Hexachlorobutadiene	ND		0.50
1,1,2-Trichloroethane	ND	5.0	0.50	Isopropylbenzene	ND		0.50
1,1-Dichloroethane	ND		0.50	Methylene chloride	ND	5.0	0.50
1,1-Dichloroethene	ND	7.0	0.50	Methyl-tert-butyl ether	ND		0.50
1,1-Dichloropropene	ND		0.50	Naphthalene	ND		0.50
1,2,3-Trichlorobenzene	ND		0.50	n-Butylbenzene	ND		0.50
1,2,3-Trichloropropane	ND		0.50	n-Propylbenzene	ND		0.50
1,2,4-Trichlorobenzene	ND	70	0.50	p-Isopropyltoluene	ND		0.50
1,2,4-Trimethylbenzene	ND		0.50	sec-Butylbenzene	ND		0.50
1,2-Dibromo-3-chloropropane	ND		0.50	Styrene	ND	100	0.50
1,2-Dibromoethane (EDB)	ND		0.50	tert-Butylbenzene	ND		0.50
1,2-Dichlorobenzene	ND	600	0.50	Tetrachloroethene	ND	5.0	0.50
1,2-Dichloroethane	ND	5.0	0.50	Toluene	ND	1000	0.50
1,2-Dichloropropane	ND		0.50	Total xylenes	ND	10000	0.50
1,3,5-Trimethylbenzene	ND		0.50	trans-1,2-Dichloroethene	ND	100	0.50
1,3-Dichlorobenzene	ND		0.50	trans-1,3-Dichloropropene	ND		0.50
1,3-Dichloropropane	ND		0.50	Trichloroethene	ND	5.0	0.50
1,4-Dichlorobenzene	ND	5.0	0.50	Trichlorofluoromethane	ND		0.50
2,2-Dichloropropane	ND		0.50				
2-Chlorotoluene	ND		0.50				
4-Chlorotoluene	ND		0.50				
Benzene	ND	5.0	0.50				
Bromobenzene	ND		0.50				
Bromochloromethane	ND		0.50				
Bromodichloromethane	ND		0.50				
Bromoform	ND		0.50				
Carbon tetrachloride	ND	5.0	0.50				
Chlorobenzene	ND	100	0.50				
Chloroethane	ND		0.50				


Surrogates	% Recovered	QC Limits (%)
p-Bromofluorobenzene	94%	70 130
1,2-Dichlorobenzene-d4	96%	70 130

Attached please find the laboratory certified parameter list.

ND = None Detected

RL = Reporting Limit

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Approved By: 
(Lab Director)

MCL = Maximum Contaminant Level

Page 1 of 1



CERTIFICATE OF ANALYSIS

Barnstable County Health Laboratory (M-MA009)

Recipient:	Tim Buhler Orleans Housing Authority 94 Hopkins Lane Orleans, MA 02653	Matrix:	Water - Drinking Water
Order#:	G1372728	Sampled:	03/13/2013 8:45
Lab ID:	1372728-01	Received:	03/13/2013 12:48
Sample #:		Collection Address:	2082 St Hghwy, Wellfleet
Method:	EPA 524.2	Sample Location:	
Comment:	Water sample meets the recommended limits for drinking water of all the above tested parameters.		

EPA 524.2 - Volatile Organics by GC/MS

Parameter	Result ug/L	MCL ug/L	MDL ug/L	Parameter	Result ug/L	MCL ug/L	MDL ug/L
Dichlorodifluoromethane	ND		0.50	Chloroform	2.1	80	0.50
Chloromethane	ND		0.50	cis-1,2-Dichloroethene	ND	70	0.50
Vinyl chloride	ND	2.0	0.50	cis-1,3-Dichloropropene	ND		0.50
Bromomethane	ND		0.50	Dibromochloromethane	ND		0.50
1,1,1,2-Tetrachloroethane	ND		0.50	Dibromomethane	ND		0.50
1,1,1-Trichloroethane	ND	200	0.50	Ethylbenzene	ND	700	0.50
1,1,2,2-Tetrachloroethane	ND		0.50	Hexachlorobutadiene	ND		0.50
1,1,2-Trichloroethane	ND	5.0	0.50	Isopropylbenzene	ND		0.50
1,1-Dichloroethane	ND		0.50	Methylene chloride	ND	5.0	0.50
1,1-Dichloroethene	ND	7.0	0.50	Methyl-tert-butyl ether	0.64		0.50
1,1-Dichloropropene	ND		0.50	Naphthalene	ND		0.50
1,2,3-Trichlorobenzene	ND		0.50	n-Butylbenzene	ND		0.50
1,2,3-Trichloropropane	ND		0.50	n-Propylbenzene	ND		0.50
1,2,4-Trichlorobenzene	ND	70	0.50	p-Isopropyltoluene	ND		0.50
1,2,4-Trimethylbenzene	ND		0.50	sec-Butylbenzene	ND		0.50
1,2-Dibromo-3-chloropropane	ND		0.50	Styrene	ND	100	0.50
1,2-Dibromoethane (EDB)	ND		0.50	tert-Butylbenzene	ND		0.50
1,2-Dichlorobenzene	ND	600	0.50	Tetrachloroethene	ND	5.0	0.50
1,2-Dichloroethane	ND	5.0	0.50	Toluene	ND	1000	0.50
1,2-Dichloropropane	ND		0.50	Total xylenes	ND	10000	0.50
1,3,5-Trimethylbenzene	ND		0.50	trans-1,2-Dichloroethene	ND	100	0.50
1,3-Dichlorobenzene	ND		0.50	trans-1,3-Dichloropropene	ND		0.50
1,3-Dichloropropane	ND		0.50	Trichloroethene	ND	5.0	0.50
1,4-Dichlorobenzene	ND	5.0	0.50	Trichlorofluoromethane	ND		0.50
2,2-Dichloropropane	ND		0.50				
2-Chlorotoluene	ND		0.50				
4-Chlorotoluene	ND		0.50				
Benzene	ND	5.0	0.50				
Bromobenzene	ND		0.50				
Bromochloromethane	ND		0.50				
Bromodichloromethane	ND		0.50				
Bromoform	ND		0.50				
Carbon tetrachloride	ND	5.0	0.50				
Chlorobenzene	ND	100	0.50				
Chloroethane	ND		0.50				

Surrogates	% Recovered	QC Limits (%)
p-Bromofluorobenzene	77%	70 130
1,2-Dichlorobenzene-d4	84%	70 130

Attached please find the laboratory certified parameter list.

Approved By: *Jonathan Lei*
(Lab Director)

MCL = Maximum Contaminant Level

ND = None Detected

RL = Reporting Limit

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Page 1 of 1



CERTIFICATE OF ANALYSIS

Barnstable County Health Laboratory (M-MA009)

Recipient: Tim Buhler Orleans Housing Authority 94 Hopkins Lane Orleans, MA 02653	Matrix: Water - Drinking Water Sampled: 09/04/2013 8:30 Received: 09/04/2013 Collection Address: 2082 St Highway, Wellfleet Sample Location: Map & Parcel 29-129 Description: Lab Analysis Date Analyzed: 9/4/2013 @ 13:22 Analyst: yn Dilution Factor: 1
Order#: G1376952 Lab ID: 1376952-01 Sample #: Method: EPA 524.2 Comment: Water sample meets the recommended limits for drinking water of all the above tested parameters.	

EPA 524.2 - Volatile Organics by GC/MS

Parameter	Result ug/L	MCL ug/L	MDL ug/L	Parameter	Result ug/L	MCL ug/L	MDL ug/L
Dichlorodifluoromethane	ND		0.50	Chloroform	1.6	80	0.50
Chloromethane	ND		0.50	cis-1,2-Dichloroethene	ND	70	0.50
Vinyl chloride	ND	2.0	0.50	cis-1,3-Dichloropropene	ND		0.50
Bromomethane	ND		0.50	Dibromochloromethane	ND		0.50
1,1,1,2-Tetrachloroethane	ND		0.50	Dibromomethane	ND		0.50
1,1,1-Trichloroethane	ND	200	0.50	Ethylbenzene	ND	700	0.50
1,1,2,2-Tetrachloroethane	ND		0.50	Hexachlorobutadiene	ND		0.50
1,1,2-Trichloroethane	ND	5.0	0.50	Isopropylbenzene	ND		0.50
1,1-Dichloroethane	ND		0.50	Methylene chloride	ND	5.0	0.50
1,1-Dichloroethene	ND	7.0	0.50	Methyl-tert-butyl ether	ND		0.50
1,1-Dichloropropene	ND		0.50	Naphthalene	ND		0.50
1,2,3-Trichlorobenzene	ND		0.50	n-Butylbenzene	ND		0.50
1,2,3-Trichloropropane	ND		0.50	n-Propylbenzene	ND		0.50
1,2,4-Trichlorobenzene	ND	70	0.50	p-Isopropyltoluene	ND		0.50
1,2,4-Trimethylbenzene	ND		0.50	sec-Butylbenzene	ND		0.50
1,2-Dibromo-3-chloropropane	ND		0.50	Styrene	ND	100	0.50
1,2-Dibromoethane (EDB)	ND		0.50	tert-Butylbenzene	ND		0.50
1,2-Dichlorobenzene	ND	600	0.50	Tetrachloroethene	ND	5.0	0.50
1,2-Dichloroethane	ND	5.0	0.50	Toluene	ND	1000	0.50
1,2-Dichloropropane	ND		0.50	Total xylenes	ND	10000	0.50
1,3,5-Trimethylbenzene	ND		0.50	trans-1,2-Dichloroethene	ND	100	0.50
1,3-Dichlorobenzene	ND		0.50	trans-1,3-Dichloropropene	ND		0.50
1,3-Dichloropropane	ND		0.50	Trichloroethene	ND	5.0	0.50
1,4-Dichlorobenzene	ND	5.0	0.50	Trichlorofluoromethane	ND		0.50
2,2-Dichloropropane	ND		0.50				
2-Chlorotoluene	ND		0.50				
4-Chlorotoluene	ND		0.50				
Benzene	ND	5.0	0.50				
Bromobenzene	ND		0.50				
Bromochloromethane	ND		0.50				
Bromodichloromethane	ND		0.50				
Bromoform	ND		0.50				
Carbon tetrachloride	ND	5.0	0.50				
Chlorobenzene	ND	100	0.50				
Chloroethane	ND		0.50				

Surrogates	% Recovered	QC Limits (%)
p-Bromofluorobenzene	94%	70 130
1,2-Dichlorobenzene-d4	96%	70 130

Attached please find the laboratory certified parameter list.

ND = None Detected

RL = Reporting Limit

MCL = Maximum Contaminant Level

Superior Court House, PO. Box 427, Barnstable, MA 02630 Ph: 508-375-6605

Page 1 of 1

Approved By: *[Signature]*
(Lab Director)

Attachment F

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made as of this ____ day of _____, 2014, by and between XYZ corporation, a Massachusetts corporation, having a place of business at 123 Main Street, anywhere MA 02601 ("Developer") and the Housing Authority, public body corporate and politic organized under the laws of the Commonwealth of Massachusetts, having a place of business at _____, MA 01111 ("HA").

Recitals

A. HA is the owner in fee simple of certain property known as _____ located on Old Road, somewhere MA ("Property"). The Property contains, *[among other things, certain housing units owned and managed by HA and certain unimproved areas]* _____ HA wishes to develop *[a portion of]* such unimproved areas as affordable rental housing. HA has determined that it can best accomplish this purpose by engaging a private developer to develop, construct and operate such housing while HA maintains long-term site control and provides oversight.

B. On or about, _____ HA issued a request for proposals in connection with the contemplated development, construction and operation of at least units of affordable rental housing on *[a portion of]* the Property. On or about, Developer submitted a proposal (the "Proposal") to develop, construct and operate residential units, including bedroom units and - bedroom units, and associated site improvements and open space to be developed on *[a portion of]* the Property as generally described in the Proposal which is attached as Exhibit A and incorporated herein by reference and otherwise in accordance with this Agreement (the "Project"). On or about, HA designated Developer as the developer for the Project.

C. HA and Developer desire to enter into an agreement pursuant to which Developer will develop, construct and operate the Project on *[a portion of]* the Property, *[such portion]* to be determined by the parties in accordance with this Agreement as set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. Site Control; Ground Lease; Developer Fee, Etc.

1.1 Determination of Project Site. The parties agree that the Project shall be located on the ____ acres of the unimproved portion of the Property with exact boundaries as delineated in the attached property site plan (and/or) survey ("Project Site").

1.2 Ground Lease of Project Site. At such time as Developer is ready to close on its construction financing for development of the Project, HA and Developer shall enter into a mutually agreeable ground lease ("Ground Lease"), substantially in the form attached hereto as Exhibit C, pursuant to which HA will lease the Project Site to Developer for a term of ninety-nine (99) years and otherwise on terms consistent with this Agreement. The Ground Lease shall

be on a “triple net” basis, with all costs and expenses, including taxes and insurance, paid by tenant. Rent under the Ground Lease shall consist of a payment of ____ per year and a payment of _____ upon the permanent loan closing. If and when executed, the Ground Lease shall supersede this Agreement in its entirety.

1.3 Developer Right of Entry. HA grants to Developer, its agents, employees, subcontractors, and their agents and employees, a license to enter onto the Property for the purpose of investigating site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Any such entry shall be done at Developer’s sole cost and expense, and at Developer’s sole risk. Developer agrees to indemnify, defend, and hold harmless HA and its employees and agents, from and against any cost, expense, claim or liability arising from any such entry onto the Property by Developer, its agents, employees or subcontractors. Developer agrees that it shall conduct all such tests and investigations in a manner which will cause as little damage as possible to the Property, and in the event of any such damage, shall promptly repair and restore the same at its sole cost and expense. Developer agrees further that all such tests and investigations will be conducted in compliance with all applicable laws and regulations.*[with due respect for the privacy and safety of residents of the Property, and consistent with any applicable notice provisions of HA’s leases with residents of the Property.]*

1.4 Developer Fee and Overhead. Developer shall be entitled to receive a developer fee and reimbursement for developer overhead in connection with the Project in such amounts and paid on such schedules as approved by the Department of Housing and Community Development. In no event shall payment of any part of such amounts be an obligation of HA.

1.

Article 2. Development of Project; Affordability; Term of Agreement.

2.1 The Project. Subject to the Requirements (defined below), Developer shall have responsibility for all aspects of the design, development, construction and operation of the Project.

2.2 Affordability. _____% of the dwelling units at the Project shall be affordable to households earning _____% of or less of the median family income for the [_____] Standard Metropolitan Statistical Area, adjusted for family size.

2.3 Development Costs. It is understood and agreed that Developer shall receive the Project Site in an “as is” condition and shall bear all costs associated with the Project as contemplated hereunder. HA will pay its own legal fees in connection with preparation and negotiation of this Agreement and the Ground Lease.

2.3 Term of Agreement. In the event that the Developer has not closed on its construction financing for development of the Project by , either party may terminate this Agreement upon written notice to the other party.

Article 3. Respective Responsibilities of Parties.

3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the sole responsibility of Developer, it being understood that Developer shall only be responsible for the construction and operation of the Project to the extent Developer timely receives all funding, permits and approvals contemplated in the Proposal or this Agreement or otherwise necessary for the Project. Items 3.1(a), (b) and (c) are required for documentation that the Developer is diligently pursuing his obligations to the HA as further detailed in Article 5.1.1. Specific Developer responsibilities include, without limitation, the following:

(a) Developer shall provide HA on a timely basis with all information with regard to Developer's activities which HA reasonably requests.

(b) Developer shall select, coordinate, direct and manage the Project development and construction teams identified in the Proposal. Upon request, Developer shall provide HA with contractors' names and contact information.

(c) Developer shall apply for, secure, and enter into all necessary Project financing and subsidy arrangements. Developer shall keep HA fully informed of all applications for government assistance and public or private financing with respect to the Project and upon request shall provide HA with copies of formal submissions.

(d) Developer shall obtain hazard and liability insurance reasonably satisfactory to HA.

(e) Developer shall use diligent efforts to adhere to the Project Development Schedule attached as Exhibit B.

(f) Developer shall comply with all the Requirements (defined below), and shall obtain all necessary governmental consents and approvals, including a comprehensive permit pursuant to M.G.L. Ch. 40B or any other zoning permits, a building permit and other municipal, state or federal permits.

(g) Developer shall prepare and follow an affirmative fair housing marketing plan in compliance with DHCD's Affirmative Fair Housing Marketing Plan Guidelines for the Project. Such plan shall be submitted to HA for review and approval prior to implementation.

(h) Developer shall manage and supervise the construction of the Project in accordance with the terms of the Ground Lease.

3.2 Responsibilities of HA. The following matters shall be the primary responsibility of HA:

(a) HA shall review on an expeditious basis any matter submitted to it for review or approval and advise Developer of approval or denial, and (if relevant) of its reasons for denial.

(b) HA shall provide reasonable support for the Project with local, state, and Federal agencies, lenders, and other applicable parties. HA shall provide reasonable assistance requested by Developer in obtaining licenses, approvals, clearances, the comprehensive permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies, including with respect to the approval of the Project by the Department of Housing and Community Development pursuant to 760 CMR 4.13. HA will cooperate with

Developer in pursuing any real estate tax exemptions and abatements that may be available for the Project.

3.3 Responsibilities of Both Parties.

(a) If resources anticipated by the parties for the Project become unavailable, or for any reason the Project ceases to be feasible, including, without limitation, due to engineering constraints of the Property, HA will work with Developer, both in good faith, to develop changes or alternate plans which accomplish the original goals set forth in this Agreement to the maximum extent possible given available resources, which changes may include a reduction in the number of the units in the Project or a change in affordability levels. In the event that the parties, using good faith, are either unable to identify feasible changes or alternate plans or to agree upon proposed changes or alternate plans within six (6) months after the need for changes or alternate plans has been identified, either party may terminate this Agreement upon written notice to the other party.

Article 4. Plans; Project Development Schedule

4.1 Plans. The development and construction of the Project shall be in substantial compliance with the RFP and such site plans, concept plans, plans and specifications and the like, approved pursuant to this Agreement by the parties ("Plans"), unless changes are agreed upon in writing by the parties. In addition, Plans shall comply with all applicable Town of _____ ordinances, regulations and processes ("Local Ordinances") (the Approved Plans and Local Ordinances, collectively, the "Requirements").

4.2 Project Development Schedule. Attached hereto as Exhibit B is the Project Development Schedule, including proposed dates for performance of certain milestones.

Article 5. Default; Remedies.

5.1 Default by Developer. The occurrence of any of the following events shall constitute an event of default ("Event of Default") under this Agreement by Developer:

5.1.1 If Developer fails to diligently prosecute the development and construction of the Project in accordance with this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of a written notice thereof, unless such failure cannot be cured by the payment of money available to the Project and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Developer proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.1.2 If Developer shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter

collectively “Bankruptcy Laws”) or if Developer shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Developer or of any substantial portion of Developer’s property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.1.3 If an order for relief against Developer shall be entered in any involuntary case under the any Bankruptcy Law, or if the petition commencing an involuntary case against Developer or proposing reorganization of Developer under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Developer, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Developer or of any substantial portion of Developer’s property, or any similar relief as to Developer pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.2 Remedies for HA. If there is an Event of Default by Developer, HA may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Developer.

5.3 Default by HA. The occurrence of any of the following events shall constitute an Event of Default by HA hereunder:

5.3.1 If HA fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder, and shall fail to cure, correct or remedy such material default within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the HA proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.3.3 If HA shall be adjudicated bankrupt or be declared insolvent under any Bankruptcy Laws or if HA shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of HA or of any substantial portion of HA’s property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.3.4 If an order for relief against HA shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against HA or proposing reorganization of HA under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of HA, or the

appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of HA or of any substantial portion of HA's property, or any similar relief as to HA pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.4 Remedies for Developer. If there is an Event of Default by HA, Developer may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to HA.

Article 6. Miscellaneous.

6.1 Integration. This Agreement expresses the entire agreement of the parties, and supersedes and replaces any prior agreements of the parties, written or oral.

6.2 Applicable Law. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

6.3 Amendment. This Agreement may be amended only by a written instrument, executed by the party to be charged therewith.

6.4 Notices. Whenever, by the terms of this Agreement, notice or any other communication shall or may be given, such notice or communication shall be in writing and shall be deemed given upon the earlier of (i) actual receipt by the party to whom addressed or by such party's agent or employee, (ii) two business days after being deposited in the U.S. mail, registered or certified mail, postage prepaid, or (iii) one business day after being delivered to a so-called "overnight" mail service with 1-day service, in any event addressed as follows:

If to HA, to:

Housing Authority,
Anywhere, MA 01111
Attn: _____, Executive Director

and a copy to:

Chief Counsel
Department of Housing and Community
Development
100 Cambridge St,
Suite 300
Boston, MA 02114

If to Developer, to:

XYZ corporation,
460 Main Street
Anywhere, MA 02222
Attn: _____, Project Manager

and a copy to:

Attorney
ABC LLP
123 Main Street
Boston, MA 02122

6.5 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set forth in this Agreement and if no response is received within fourteen (14) days of the notice, the approval or consent shall be conclusively deemed granted. Any such approvals or consents to be deemed granted after a period of non-reply shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

**“NOTICE THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY.
FAILURE TO RESPOND WITHIN ___ DAYS SHALL RESULT IN AUTOMATIC
APPROVAL.”**

6.6 Reliance by Developer. HA acknowledges that Developer intends to rely on this Agreement and further agrees Developer may rely on this Agreement to establish to third parties that it has site control of the Project Site in order to qualify for financing and obtain other approvals for the Project.

6.7 Prohibition on Assignment. This Agreement may not be assigned or transferred by Developer without the written consent of HA. Notwithstanding the foregoing, for the purposes of this Agreement, “Developer” shall refer variously to XYZ corporation and, as the context dictates, any entity which either directly or indirectly controls, is controlled by or is under common control with XYZ corporation, which XYZ corporation may organize to accomplish its obligations hereunder.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date and year first written above.

XYZ corporation

By: _____
_____, Chief Executive Officer

Housing Authority

By: _____
_____, Executive Director

List of Exhibits:

Exhibit A	Proposal
Exhibit B	Draft Project Development Schedule
Exhibit C	Ground Lease

ATTACHMENT G

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Individual or Corporate Name of Proposer Date

Signature of Authorized Agent

Printed Name of Authorized Agent

ATTACHMENT H

Tax Compliance Certificate

Pursuant to M.G.L., Chapter 62C, sec. 49A, the individual executing this proposal certifies, under pains and penalties of perjury, that to the best of his/her knowledge and belief the Bidder has complied with all of the laws of the Commonwealth relating to taxes.

Name of Proposer: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT I

[To be completed prior to sale]

Disclosure of Beneficial Interest

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the transaction described below. This form must be filed with the Division of Capital Asset Management, as required by M.G.L. c. 7, sec. 40J, prior to the conveyance of or execution of a lease for real property. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Wellfleet Housing Authority.
2. Complete legal description of the property
3. Type of Transaction:
4. Seller: _____
Buyer: _____
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the property described above.

Name	Address
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or Position
_____	_____
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organizations(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned swears under the pains and penalties of perjury that this form is completed and accurate in all respects.

Signature: _____
Printed Name: _____
Title: _____
Date: _____